SANFORD & BROOKS CO. *v.* UNITED STATES.

APPEAL FROM THE COURT OF CLAIMS.

No. 175. Argued January 15, 1925.—Decided March 9, 1925.

1. Where a Government contract for dredging expressly required prompt, written protest against any order for work outside the specifications, written modification of the contract if altered materially, and written orders for extra work, *held* that oral protests by the contractor, a claim for additional compensation and a favorable advisory opinion thereon by a government official, were insufficient to establish that these contract provisions were inapplicable or waived, or that a new, oral agreement for compensation *quantum meruit* was substituted by implication. P. 457.
2. A motion to remand to the Court of Claims for further findings should be submitted at the first term of the entry of the case so that the Court may determine whether the motion shall be passed upon in advance, or postponed until the hearing on the merits. P. 458.

58 Ct. Cls. 158, affirmed.

APPEAL from a judgment of the Court of Claims rejecting a claim for additional compensation for dredging.

Mr. William L. Marbury, with whom *Mr. Horace S. Whitman* and *Mr. Charles Clagett* were on the brief, for appellant.